

CITY OF SAN ANTONIO  
DEPARTMENT OF CAPITAL IMPROVEMENTS  
MANAGEMENT SERVICES

PROJECT NAME: **GOLIAD / IH 37 OUTFALL, Prj No. 40-00054**

DATE: JANUARY 13, 2011

ADDENDUM NO. 1

This addendum shall be included in and be considered part of the plans and specifications for the above named project. The contractor shall be required to sign an acknowledgment of the receipt of this addendum at the time he receives it.

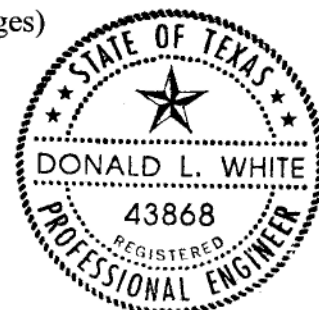
Addendum No. 1 is issued to add the Pre-Submittal Conference Meeting Minutes and the TXDOT Construction and Maintenance Agreement.

1. Change in "Solicitation Deadline"  
The "Solicitation Deadline" as specified on Form "010 Invitation for Bids (IFB) and Contract", Goliad / IH 37 Outfall – (Prj. No. 40-00054) is changed as shown on the **REVISED** Form 010 included with this Addendum No. 1. The "Solicitation Deadline" is changed from 1:00 P.M. CST on Wednesday, January 19, 2011 to **1:00 P.M. CST on Wednesday January 26, 2011.**
2. Pre-Submittal Conference Meeting Minutes
  - a. A copy of the minutes for the Pre-Submittal Conference Meeting held on January 5, 2011 with sign-in sheet is included in this addendum.
3. TXDOT Construction and Maintenance Agreement
  - a. A copy of the TXDOT Construction and Maintenance Agreement is included in this addendum. The Contractor shall comply with all requirements of the Agreement.
4. Addendum Acknowledgement Form
  - a. Attached is the Addendum Acknowledgement Form. Please fill out and sign the form and include with the bid package to acknowledge receipt of addenda.

ATTACHMENTS

Form 010 Invitation for Bids (IFB) and Contract", Goliad / IH 37 Outfall –  
(Prj. No. 40-00054), with REVISED "Solicitation Deadline" (1 page)  
Pre-Submittal Conference Meeting Minutes (2 pages)  
Pre-Submittal Conference Sign-in Sheet (1 page)  
TXDOT Construction and Maintenance Agreement (12 pages)  
Addendum Acknowledgement Form (1 page)

Donald L. White JANUARY 13, 2011  
Donald L. White, P.E. Date  
Fernandez Frazer White & Associates, Inc.  
TBPE F-896



END OF ADDENDUM NO 1

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# CITY OF SAN ANTONIO

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Issued By: CIMS Department  
ID NO.:40-00054

Date Issued: December 12, 2010  
Page 1 of 1

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## FORMAL INVITATION FOR BIDS (IFB) and CONTRACT Goliad/IH-37 Outfall - (Prj. No. 40-00054)

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Sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the Office of the City Clerk, City Hall, 100 Military Plaza, 2nd floor San Antonio, Tx 78205 until **1:00 p.m. CST on January 26, 2011** and publicly read aloud at **114 W. Commerce, Municipal Plaza Building "B" Room**. This is the *solicitation deadline*. Bids must be submitted in a sealed envelope and clearly marked with the due date of bid, bidder name, Project Name and ID NO. The City is not responsible for submissions not clearly and appropriately marked. Late submissions will be rejected and returned to bidder. A Non-Mandatory Pre-submittal conference will be held at 114 W. Commerce, Municipal Plaza Building, 5<sup>th</sup> floor conference room on January 5, 2011 at 9:00 am.

**TABLE A - This invitation includes the following Contract Documents:**

|   |  |
|---|--|
| 010 Invitation for Bids and Contract Signature Page Goliad/IH-37 Outfall                          | 054 Request for Approval of Change to Original Affirmed List of Subcontractors/ Suppliers  |
| 020 Bid Form  |  |
| 025 Unit Pricing Form   | 060 Supplemental Conditions  |
| 030 Contractor's Qualification/Information Statement  | Performance Bond   |
| 040 Standard Instructions to Respondent   | Payment Bond   |
| 050 Small Business Economic Development Advocacy (SBEDA) Guidelines                               | 085 General Conditions for Heavy/Hwy Construction Contracts  |
|   | Project Wage Decision  |
| 052 Good Faith Effort Plan  | City of San Antonio, Specifications, Special Conditions & Plans "Goliad/IH-37 Outfall" prepared by Fernandez Frazer White and Associates, Inc. |
| 053 City of San Antonio Letter of Intent for Contracts Utilizing Small Business Contracting Goals |  |

Plans, Specifications and Special Conditions may be purchased at a cost of **\$80.00** per set (tax included) from the office of Fernandez Frazer White and Associates, Inc., 11824 Radium, San Antonio, TX 78216 Phone- (210) 377-0774. No refund will be made for plan sets that are returned. Addenda will be posted on the web at <http://epay.sanantonio.gov/rfp listings/> along with this solicitation. Changes to Plans, Specifications and Special Conditions will be included in an addendum and may be obtained from the office of Frazer White and Associates, Inc. Bidder understands and agrees that bidder is responsible for obtaining addenda and adhering to all requirements in addenda. City is not responsible for incorrect information obtained through other sources.

The following documents (fully completed and with original signatures) constitute the required information to be submitted as a part of the bid proposal clearly marked on the outside of the sealed envelope with the due date of bid, bidder name, Project Name and ID NO as follows:

- |   |   |
|---|---|
| 1) 010 Invitation for Bids and Contract Signature Page for Goliad/IH-37 Outfall #40-00054 | 4) 030 Contractor's Qualification/Information Statement |
| 2) 020 Bid Form   | 5) Bid bond or cashiers check                           |
| 3) 025 Unit Pricing Form  | 6) 052 Good Faith Effort Plan                           |
|   | 7) Signed Addenda Acknowledgement Forms (if applicable) |

It is understood and agreed that the work is to be completed in full on or before **420** calendar days. This project does not include hazardous environmental work. This project requires **2** project sign(s).

This is a Public Works Contract and chapter 2258 of the Texas Government Code requires that not less than the prevailing wage rate for work of a similar character in this locality shall be paid all laborers, workmen, and mechanics employed in the construction thereof. The Wage Decision Number **TX100041 03/12/2010 TX41** shall be used on this contract, which is available on the web at <http://www.wdol.gov/dba.aspx#0>.

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with Contract Documents for the amount(s) shown on the accompanying bid sheet(s). The work proposed to be done shall be accepted when fully completed and finished to the entire satisfaction of the City. The undersigned certifies all prices contained in this bid have been carefully checked and are submitted as correct and final. The Bidder by submitting this bid and signing below, acknowledges that he/she has received & read the entire Bid and Contract document and agrees to be bound by the terms therein, has received all Addenda, and agrees to the terms, conditions, and requirements of the bidder's bid proposal and all documents listed in TABLE A above and the enabling Ordinance and associated documentation that form the entire Contract upon approval by the City Council.

Official Name of Company (legal): \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Original Signature of Person Authorized to Sign Bid/Contract      Date      Signer's Name: \_\_\_\_\_  
(Please Print or Type)

# FERNANDEZ FRAZER WHITE & ASSOCIATES, INC.

11824 RADIUM • SAN ANTONIO, TX 78216 • (210) 377-0774 • Fax: (210) 366-0376

E-mail address [ffw@ffwinc.com](mailto:ffw@ffwinc.com)

## GOLIAD / IH 37 OUTFALL PROJECT

### MINUTES OF PRE-SUBMITTAL CONFERENCE

DATE OF CONFERENCE: January 5, 2011

LOCATION: 5<sup>th</sup> Floor Conference Room, City of San Antonio Municipal Plaza Building

ATTENDANTS: See attached sign-in sheet

PREPARED BY: Donald White, Fernandez Frazer White, Inc.

The following is the preparer's understanding of the information covered at the pre submittal conference.

1. Mr. Anibal Gutierrez, P.E., CoSA CIMS Project Manager, opened the meeting and described the scope of the project.
2. Conference Attendants introduced themselves.
3. Jesus Rodriguez, CoSA Utility Coordinator, stated CPS, AT&T and Time Warner are overhead and there are no conflicts. There are no utility joint bidders with this project.
4. Maria Godina, CoSA SBEDA, presented the Small Business requirements and passed out copies of her presentation.
  - a. A completely filled out and signed Good Faith Effort Plan is required.
  - b. Requirements will follow the Ordinance in effect last year, 2010.
  - c. Provide complete information on subcontractors where required and show if they are certified or not.
  - d. Show efforts made to comply with plan requirements where required.
  - e. Your plan will be reviewed for compliance with program requirements.
  - f. Maria's office is on the 19<sup>th</sup> floor of the Frost Bank Building across the street, phone 210/207-5438.
5. Ron Ramirez, CoSA Contract Office, stated the project is a low bid contract with a construction schedule of 420 calendar days and an estimated construction cost of \$3,098,068.70.
  - a. All forms are available on the CoSA website.
  - b. Form 010 list all documents and the required contents of the bid package.
  - c. Original Signatures and date are required, see form 010, 025, Good Faith Effort, and issued addendums.
  - d. Bid bond or cashiers check is required.
  - e. Bid Date is January 19, 2011 at 1:00pm. If mailing, bids must be received by the CoSA and opened by 1:00pm on the 19<sup>th</sup>. If hand delivering, allow enough time for additional security measures in effect.
  - f. All questions must be submitted in writing as outlined in the contract documents. The exception is the Small Business Office where direct communication is allowed.
  - g. Any addendums will be posted on the CoSA website. The sign-in sheet for this conference will also be posted.
  - h. Anibal Gutierrez read paragraphs 2.5 and 2.6 of Section 030, CONTRACTOR'S QUESTIONNAIRE and emphasized the importance of complying with the qualification requirements of these sections.

6. Tom Nixon, CoSA Labor Compliance, stated the wage class for the project is shown on the Information for Bids. He emphasized compliance with the requirements in the 085 General Conditions Article 3 and section 3.4. Subcontractors must also comply with the requirements.
7. Tom Harper, AT&T, stated they have no conflicts.
8. Tom Gonzalez, CoSA Scheduling, stated a Project schedule is required.
  - a. Acceptable scheduling software is Primavera Contractor 4.1 or higher or P5 or higher as shown in Specification Item 700 Project Schedules.
  - b. Cost Loaded schedule is not required
  - c. There is no separate bid item for scheduling.
  - d. A scheduling and monthly narrative template will be provided to the contractor.
  - e. A baseline must be submitted and approved prior to the Pre-Construction meeting. The schedule must be updated monthly.
9. Martin Hernandez, CoSA Stormwater stated the Contractor must sign and comply with the Flood Plain Development Permit. There are no fees associated with the permit.
10. Jennifer DiCocco, CoSA Environmental, stated the non-hazardous soils for the proposed earth channel parallel to Goliad road between Stations 1+00 and 3+00, (sheet 47) must be reused on site. Anibal Gutierrez pointed out the project is within a drainage easement, temporary construction easement, or TXDOT Right of Way. The Project includes a TXDOT Construction and Maintenance Agreement.
11. Donald White, FFW, emphasized items in the bid documents
  - a. Requirement for jacking specialist as previously emphasized by Anibal Gutierrez.
  - b. Site Investigation for limited access, existing guard rail conflicts, terrain. TXDOT will only allow a limited amount of guard rail removal as shown in the bid documents. Note terrain especially in TXDOT parkways on each side of IH37 where equipment will be operating and construction will occur. Work in the west IH37 parkway will be accessed from Goliad Road.
  - c. Project allows for full and partial closure of West IH 410 to North IH37 ramp for various construction activities.
  - d. TXDOT Item 476 "Jacking Boring Tunneling Pipe or Box" has special provisions included in the bid documents.
12. Hugh Guillen, CoSA Capital Projects, stated the contractor will participate at the following events.
  - a. A "Here We Come" meeting will be scheduled through Councilwoman Ramos' office
  - b. A "Ground Breaking will be scheduled. The contractor will provide assistance with dirt, shovels, and hard hats.
  - c. A "Ribbon Cutting" will be held at the end of the project.
  - d. The Contractor must maintain a clean site. Also, there is a mobile home subdivision adjacent to the project that the contractor must be aware of.
13. Anibal Gutierrez stated a TXDOT Construction and Maintenance Agreement has been executed for the project. The Contractor shall comply with all requirements of the Agreement. A copy of the Agreement will be included with Addendum 1.
14. Questions
  1. Can a subcontractor qualify as a "boring specialist"  
Answer: Yes, if a subcontractor meets the "boring specialist" requirements that is acceptable.



# SIGN IN SHEET

Project: GOLLA / ZH37 OUTFALL

Date/Time: 9:00 AM

Mtg Rm.: 5TH FLOOR

Review: [ ] 30% Design [ ] 70% Design [ ] 95% Design [x] Pre-Bid [ ] Pre-Con [ ] Other

| <u>NAME</u>                                      | <u>COMPANY</u>                     | <u>PHONE#</u>       |
|--|------------------------------------|---------------------|
| Anibal Gutierrez (Project Manager) <i>AKG</i>    | COSA/CIMS                          | 207-7167            |
| Sean Strong (Project Engineer) <i>SES</i>        | COSA/CIMS                          | 207-8037            |
| Kathryn Otto (Project E.I.T.) <i>KO</i>          | COSA/CIMS                          | 207-6942            |
| Hugh Guillen (Capital Project Officer) <i>HG</i> | COSA/CIMS                          | 207-8230            |
| Jesus Rodriguez (Utility Coordinator) <i>JR</i>  | COSA/CIMS                          | 207-8252            |
| John Offer (Utility Coordinator)                 | CPS ENERGY                         | 353-2012            |
| <i>DONALD WHITE</i>                              | <i>FFW INC</i>                     | <i>377-0774</i>     |
| <i>Albert Sandellana</i>                         | <i>EZ Bel</i>                      | <i>734-451, -</i>   |
| <i>Ron Ramirez</i>                               | <i>COSA - CONTRACT SERVICES</i>    | <i>207-8063</i>     |
| <i>Jennifer L. DiCocco</i>                       | <i>COSA - CIMS - Environmental</i> | <i>207-1499</i>     |
| <i>Thomas Gonzalez</i>                           | <i>CPS - Scheduling</i>            | <i>207-1328</i>     |
| <i>FLORENCIO ROBLES</i>                          | <i>INTERSTATE CONCRETE</i>         | <i>913-1286</i>     |
| <i>Morgan Bennington</i>                         | <i>PR - SUE</i>                    | <i>207 5030</i>     |
| <i>Maria Sandellana</i>                          | <i>CIMS/SBEDA</i>                  | <i>207-5438</i>     |
| <i>Thomas Nixon</i>                              | <i>CIMS/Labor Compliance</i>       | <i>207-8774</i>     |
| <i>Thomas Harper</i>                             | <i>AT&amp;T</i>                    | <i>283.1990</i>     |
| <i>Arturo Rubio</i>                              | <i>Qromex Const. Co.</i>           | <i>630-599-2268</i> |
|  |                                    |                     |
|  |                                    |                     |



# CITY OF SAN ANTONIO

P. O. BOX 839966  
SAN ANTONIO TEXAS 78283-3966

September 7, 2010

John D. Bohuslav, P.E.  
Director of Maintenance  
Texas Department of Transportation  
P.O. Box 29928  
San Antonio, Texas 78229

Re: Construction and Maintenance Agreement for the Construction of Drainage  
Improvements within the Right of Way of IH 37 @ IH 410

Dear Mr. Bohuslav:

Enclosed, please find three partially executed Construction and Maintenance Agreement  
in connection with the above-referenced project.

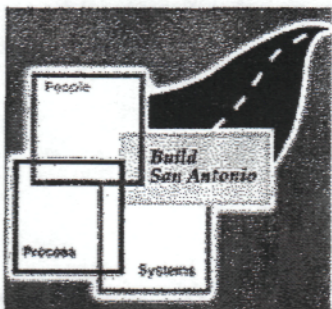
Once fully executed by the Texas Dept. of Transportation please return one original to  
my attention. If you have any questions, please feel free to call me at (210)207-2121.  
Sincerely,

*Denise Shaffer*

Denise Shaffer  
Contract Administrator  
Capital Improvements Management Services  
Contract Services Division

Encls.

DS: agm



RECEIVED

AUG 31 2010

CITY ATTORNEY'S OFFICE  
SAN ANTONIO, TEXAS

DEPARTMENT OF CIMS  
CONTRACT ROUTING SLIP

Date: 8/30/2010

Request for Signatures:



1. Denise Shaffer  
Contract Administrator  
Department of CIMS

Initial: DS  
Date: 8/31/10



2 Frank Melton  
Assistant City Attorney

DM 908358

Initial: FM  
Date: 11 Sept 2010



3. Mike Frisbie, P.E., Director  
Department of CIMS

Initial: MF  
Date: 9-2-10

*After signatures, please call Alan Mota 207-8035*

Project Name: Construction and Maintenance Agreement for the  
Construction of Drainage Improvements within the Right of Way  
of IH 37 @ IH 410

Ordinance Number: n/a

Project Manager: Anibal Gutierrez

**CITY OF SAN ANTONIO  
CAPITAL IMPROVEMENTS MANAGEMENT SERVICES DEPARTMENT  
INTERDEPARTMENTAL CORRESPONDENCE**

**TO:** Mike Frisbie, P.E., Director of Capital Improvements Management Services Department

**FROM:** Denise Shaffer, Contract Administrator

**COPIES TO:** File

**SUBJECT:** TXDOT Construction and Maintenance Agreement for the Construction of Drainage Improvements within the Right of Way of IH 37 @ IH 410

**DATE:** August 17, 2010

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|  |   |
|--|---|
| <b>Contract Title:</b>                         | <b>TXDOT Construction and Maintenance Agreement for the Construction of Drainage Improvements within the Right of Way of IH 37 @ IH 410</b> |
| <b>Ordinance Authorizing Contract:</b>         | <b>None Required</b>  |
| <b>Date of Ordinance Authorizing Contract:</b> | <b>Not Applicable</b>   |

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**BACKGROUND:**

The City anticipates awarding construction contract(s) for the above-referenced drainage improvement projects within Texas Department of Transportation (TXDOT) Right of Way. Prior to the start of construction, TXDOT requires the execution of the attached Construction and Maintenance Agreement between the City and TXDOT.

**MAJOR PROVISIONS OF THE CONTRACT:**

This Agreement with TXDOT provides construction plans for their approval prior to the award of a construction contract or contracts in connection with these projects, and following award of the construction contract(s), the construction contractor(s) will be required to submit insurance documents to TXDOT per the terms of the agreement.

**FISCAL IMPACT:**

There is no fiscal impact associated with this Construction and Maintenance Agreement.

**MANAGEMENT OF CONTRACT:**

CIMS, through its Horizontal Project Management and Contract Services Divisions will be responsible for overseeing the requirements included in this contract.

**COORDINATION:**

The City Attorney has reviewed this Agreement to ensure that it is consistent with City Policy.

Denise Shaffer  
Denise Shaffer, Contract Administrator  
Capital Improvements Management Services Department

8/31/10  
Date

**Attachments:**

TXDOT Construction and Maintenance Agreement for the Construction of Drainage Improvements within the Right of Way of IH 37 @ IH 410





# Texas Department of Transportation

P.O. BOX 29928 • SAN ANTONIO, TEXAS 78229-0928 • (210) 615-1110

August 6, 2010

**Construction and Maintenance Agreement (C&MA)  
For Drainage Improvements  
IH 37 @ IH 410  
City of San Antonio, Bexar County**

Mr. Anibal A. Gutierrez, Jr., P.E.  
Department of Public Works  
City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Dear Mr. Gutierrez:

Attached are three (3) originals of a Construction and Maintenance Agreement (C&MA) for the City of San Antonio to design and construct improvements at the above referenced location. After you obtain a signature from the appropriate person for the City on each of the three original C&MAs, please return all originals to my office for final approval by TxDOT. After final approval by TxDOT, we will send you one original including Exhibits. Also attached is a copy of the Certificate of Insurance (Exhibit B) for the City's contractor to complete and submit to TxDOT.

Construction work on this project within highway right of way cannot proceed until all of the following items have been satisfied:

1. The C&MA must be signed by the City of San Antonio and TxDOT,
2. Construction plans must be reviewed and approved by TxDOT and attached as Exhibit A,
3. The contractor must submit to this office a completed Certificate of Insurance on TxDOT Form 1560 (Exhibit B), and
4. A pre-work meeting must be held with the Bexar County Area Engineer, Ms. Gina Gallegos, P.E., or Mr. Mike Acosta, P.E. and notification provided to Mr. Acosta at 210-633-1401 at least 48 hours before work on state highway right of way proceeds.

We appreciate your efforts to improve the drainage system. If you have any questions, please call me at (210)615-5856.

Sincerely,

John D. Bohuslav, P.E.  
Director of Maintenance

**Attachment**

cc: Mr. Mike Acosta  
Mr. James Browne  
Mr. Rick Castaneda  
Mr. Ken Davenport  
C:\IH37c&ma@IH410.doc

**CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN**  
**THE STATE OF TEXAS**  
**AND**  
**THE CITY OF SAN ANTONIO, TEXAS**  
**FOR**  
**THE CONSTRUCTION OF IMPROVEMENTS WITHIN THE RIGHT-OF-WAY**  
**OF IH 37 @ IH 410**  
**IN THE CITY OF SAN ANTONIO, TEXAS**

State of Texas

County of Travis

**THIS AGREEMENT**, made on the dates hereinafter shown, by and between the State of Texas, hereinafter called the "State" represented by the Executive Director of the Texas Department of Transportation, acting for and in behalf of the Texas Transportation Commission, and the City of San Antonio, Texas, hereinafter called the "City", acting by and through the Director of Public Works, hereunto duly authorized.

**WITNESSETH**

**WHEREAS**, the State owns, operates, and maintains a system of highways for public use and benefit, including IH 37 and IH 410 in the City of San Antonio, Bexar County, Texas; and

**WHEREAS**, the City desires and has requested authority to construct drainage improvements within the right-of-way of IH 37 @ IH 410 at the location shown on construction plans, entitled "City of San Antonio, Department of Capital Improvements Management Services; Goliad- IH 37 Outfall", hereinafter referred to as the "Facility", attached hereto as Exhibit "A" and made a part of this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:



### **Construction Responsibilities**

The following conditions shall apply until construction of the Facility is completed and accepted by the State in accordance with paragraph no. 1 under **Maintenance Responsibilities**.

1. The State grants to the City permission to construct the Facility within the highway right-of-way as shown on Exhibit "A". It is understood and agreed that the State does not purport, hereby, to grant any right, claim, title or easement in, across or upon said properties other than that described above.
2. The City at no cost to the State, shall prepare or have prepared, complete construction drawings, plans and specifications for the proposed roadway sections, drainage facilities, appurtenances, and incidental items thereto. No construction work shall be performed on highway right-of-way until these plans and specifications have been approved in writing by the State. After such approval has been given no changes or alterations shall be made without the written approval of the State.
3. The plans and specifications shall be submitted to the District Engineer, Texas Department of Transportation, San Antonio, Texas for approval. Any changes or alterations which become necessary during the course of the work shall also be submitted to the District Engineer for approval.
4. The City, its contractors, or agents, shall submit a traffic control plan, to be included in **Exhibit "A"**, providing for detours, barricades, warning signs, flares, flashing light signals, and flagmen as required and in accordance with the Texas Manual on Uniform Traffic Control Devices to direct and protect vehicular and pedestrian traffic while construction work, including related activities, is in progress. Details and descriptions of these traffic handling measures shall be included in the plans and specifications when submitted for approval. If, during construction, it becomes necessary or desirable to modify the traffic control measures as specified, prior approval must be obtained from the State's District Engineer in San Antonio. The City shall notify the State at least 48 hours prior to beginning any work on the Facility.
5. The City shall construct, or have constructed, at its entire cost and expense, the proposed roadway sections, drainage facilities and incidental items referred to in paragraph 1 and 2 above. The State shall have the right to inspect the work on highway right-of-way at any time during the progress of the work, and to make final inspection upon completion. Construction operations will be conducted in a manner acceptable to the District Engineer or his authorized representative. The City, its contractors or agents, shall correct any deficiencies revealed by the State's inspection of the work or of the traffic control and protection measures, where such deficiencies could have an adverse effect on public use of the highway or the safety and convenience of the traveling public.
6. Upon completion of the work authorized herein, the City shall submit copies of the as-built plans and specifications, including any changes or alterations, showing the roadway sections and drainage facilities in their completed state, to the State's District Engineer in San Antonio for the permanent records of the State.
7. The City or the City's contractors agree to pay all damages accruing to the State, by reason of injuries to the right-of-way, roadbed, pavement, bridges, signs, and other highway facilities owned by the State, when such damages are caused by the City's construction, operation, maintenance or rehabilitation of the Facility. To the extent allowed by law, the City also agrees to indemnify and save harmless the State from any and all claims, demands, actions or causes of action, due to damage to property or injury to or death of persons arising from or connected with work on the Facility including, but not limited to all court costs, attorney fees and other expenses incurred in connection with suits for such damage and shall, if so requested in writing, assist or relieve the State from defending any such suits brought against it. In addition, the City shall require its contractor(s) and

subcontractor(s) to secure a policy of insurance in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms.

Adequate insurance, as a minimum shall mean the City's contractors shall furnish the State with the Texas Department of Transportation's Certificate of Insurance, attached hereto as Exhibit "B", covering the below listed insurance coverages:

- A. Worker's Compensation Insurance Amount – Statutory
- B. Commercial General Liability Insurance:  
Amounts – Bodily Injury/Property Damage  
\$600,000 combined single limit each occurrence  
and in the aggregate
- C. Texas Business Automobile Liability Insurance:  
Amounts – Bodily Injury \$250,000 each person  
\$500,000 each occurrence  
Property Damage \$100,000 each occurrence

The State shall be included as an "Additional Insured" by Endorsement to policies issued for coverages listed in B and C above. A "Waiver of Subrogation Endorsement" in favor of the State shall be a part of each policy for coverages listed in A, B and C above. A certified copy of these endorsements shall be submitted to the State with the evidence of coverage. The City and/or its contractor shall be responsible for any deductions stated in the policy.

- 8. In the event the State determines that the City's construction of the Facility materially interferes with or adversely affects the general highway use, the State will consult with the City, and such modifications or remedial actions required by the State for the continued construction of the Facility will be accomplished, and shall be done at the sole expense of the City.
- 9. The City, at its own expense, will:
  - A. Comply with all federal, state, municipal, and other laws, codes, ordinances, rules, and regulations applicable to the facility whether same are in existence on the execution date of this agreement or become effective during the term of this agreement;
  - B. Comply with such regulations as the State may promulgate regarding sanitation, cleanliness, and other health and/or environmental matters, including, without limitation, removal of graffiti, garbage, trash, and other waste; and
  - C. Install, remove, and alter such equipment and appurtenances in, and make such alterations to, the Facility as may be necessary so as to comply with the foregoing (A) and (B); and
  - D. Use the highest degree of care and all proper safeguards to prevent pollution of air, soil, and water in, on and around the Facility.

The City will not permit any unlawful use of the Facility, and will not commit or permit anyone else to commit an act which might, in the exclusive judgement of the State, appreciably damage the State's goodwill or reputation, or tend to injure or depreciate the value of the highway right of way and/or any improvements located thereon. The City shall furnish to the State, within a reasonable time of receipt by the City, copies of any and all notices and/or correspondence received by the City from any governmental entity or other entity or person indicating violation or possible violation of any laws or other regulations in regard to the construction of the Facility.



The City, at its sole cost and expense, shall take any and all corrective action deemed necessary or desirable by the State, and as required by any applicable federal, state, municipal, and other laws, codes, ordinances, rules, and regulations to cleanup, remove and abate any and all soil contamination, groundwater contamination or any other contamination of the highway right of way caused directly or indirectly by any release or discharge of any hazardous, toxic, or otherwise harmful substances in, on, under and around the Facility by the City and/or the City's employees, agents, representatives, contractors, permittees, invitees or any other persons occupying the Facility or any portion thereof by, through or under the City.

10. In the event that the State determines, for reasons other than those specified in paragraph 8, that it is necessary to repair, construct, reconstruct and/or make any changes in the highway facility prior to acceptance of the Facility, such alterations to the Facility shall be at no expense to the State.

#### **Maintenance Responsibilities**

1. Upon satisfactory completion of construction of the Facility, the State will issue a letter of acceptance to the City, and the maintenance responsibilities shall be in accordance with the current Municipal Maintenance Agreement.

#### **General**

1. This Agreement shall bind, and shall be for the sole and exclusive benefit of the respective parties and their legal successors.
2. The City shall not assign, sublet or transfer its interest in this Agreement without the prior written consent of the State.
3. No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.
4. No member, officer or employee of the State of Texas, Bexar County or the City of San Antonio, or of a local public body during his tenure shall have any interest, direct or indirect, in this Agreement or the benefits/proceeds thereof.
5. The City and the State, by execution of this Agreement, do not waive or relinquish any right which they may have under the law or constitution, State or Federal.
6. In the event either party hereto fails to comply with the terms as set out herein, the other party hereto may take such action as it deems appropriate to compel compliance. Should the City fail to comply with the obligations agreed to in this Agreement, the State will notify that breach of contract has occurred. Within not less than thirty (30) days from the State's written notification, the City must remedy the breach as outlined by the State. In the event the City does not remedy the breach, the State may take over the work on the drainage project and prosecute the work until completion. In such case, the City shall be liable to the State for the cost of completing the work and any additional cost occasioned by the State.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate on the dates below stated.

THE CITY OF SAN ANTONIO

MIKE FRISBIE, P.E.

By: \_\_\_\_\_

Signature

City Engineer

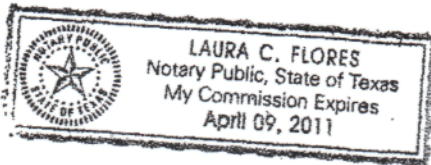
Title

Date: \_\_\_\_\_

9-2-10

ATTEST

Laura C Flores



THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out of the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: \_\_\_\_\_

Signature

Mario G. Medina, P.E.

San Antonio District Engineer

Title

Date: \_\_\_\_\_

RECOMMENDED FOR EXECUTION:

\_\_\_\_\_  
Director of Maintenance

List of Exhibits:

- A. Construction plans, including traffic control plans, entitled "City of San Antonio, Department of Capital Improvements Management Services; Goliad- IH 37 Outfall".
- B. Contractor's Certificate of Insurance.

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Revised August 6, 2010



EXHIBIT B

## NOTES TO AGENTS:

Agents must provide all requested information then either fax or mail this form directly to the address listed below.

Pre-printed limits are the minimum required; if higher limits are provided by the policy, enter the higher limit amount and strike-through or cross-out the pre-printed limit.

**To avoid work suspension**, an updated insurance form must reach the address listed below **one business day prior** to the expiration date. **Insurance must be in force in order to perform any work.**

**Binder numbers are not acceptable for policy numbers.**

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

The TxDOT certificate of insurance form is the only acceptable proof of insurance for department contracts.

List the contractor's legal company name, including the DBA (doing business as) name as the insured or list both the contractor and staff leasing service as insured when a staff leasing service is providing insurance.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

This form may be reproduced.

The **SIGNATURE** of the agent is required.

## CERTIFICATE OF INSURANCE REQUIREMENTS:

### WORKERS' COMPENSATION INSURANCE:

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word STATUTORY, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or ACCIDENT INSURANCE is not an acceptable substitute for Workers' Compensation.

### COMMERCIAL GENERAL LIABILITY INSURANCE:

If coverages are specified separately, they must be at least these amounts:

|                 |                           |
|-----------------|---------------------------|
| Bodily Injury   | \$500,000 each occurrence |
| Property Damage | \$100,000 each occurrence |
|                 | \$100,000 for aggregate   |

MANUFACTURERS' or CONTRACTOR LIABILITY INSURANCE is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

### BUSINESS AUTOMOBILE POLICY:

The coverage amount for a Business Automobile Policy may be shown as a minimum of \$600,000 Combined Single Limit by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for Comprehensive Automobile Liability Insurance or Texas Business Automobile Policy.

## MAIL ALL CERTIFICATES TO:

Texas Department of Transportation  
CST – Contract Processing Unit (RA/200 – 1st Fl.)  
125 E. 11th Street  
Austin, TX 78701-2483  
512/416-2540 (Voice), 512/416-2536 (Fax)

**CITY OF SAN ANTONIO  
DEPARTMENT OF CAPITAL IMPROVEMENTS MANAGEMENT SERVICES  
CONTRACT SERVICES DIVISION**

RECEIPT OF ADDENDUM NUMBER   **1**   IS HEREBY ACKNOWLEDGED FOR PLANS AND

SPECIFICATIONS FOR CONSTRUCTION OF           **Goliad / IH 37 Outfall**          

FOR WHICH BIDS WILL BE OPENED ON           **January 26, 2011**          

THIS ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title